



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

Maryland Mining Database Development

CATS TORFP PROJECT U00P7200011

**Maryland Department of the Environment
Water Management Administration
Mining Program
Bureau of Mines**

ISSUE DATE: 08/07/2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Maryland Mining Database Development
Functional Area:	Software Engineering
TORFP Issue Date:	08/07/2006
Closing Date and Time:	09/11/ 2006 at 3:00 PM
TORFP Issuing Agency:	Maryland Department of Environment Water Management Administration Mining Program
Send Questions and Proposals to:	Sallie Shuman
TO Procurement Officer:	Sallie Shuman Office Phone Number: 301-689-6764 ext. 205 Office FAX Number: 301-689-6544 sshuman@allconet.org
TO Manager:	Tamara Davis Office Phone Number: 301-689-6764 ext. 214 Office FAX Number: 301-689-6544 tdavis@allconet.org
TO Project Number:	U00P7200011
TO Type:	Fixed Price
Period of Performance:	Twenty-Four (24) Months
MBE Goal:	10 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Department of Environment Water Management Administration Mining Program 160 South Water Street Frostburg, MD 21532
TO Pre-proposal Conference:	Same as Above, Room 107 08/ 22/ 2006 at 1:00 PM See Attachment 6 for directions.

*Use full agency acronym, division/modal, office, program as appropriate.

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to sshuman@allconet.org. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Maryland Mining Database Development
TORFP Project Number:	U00P7200011

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the TORFP is not something we ordinarily provide.
 - ☐ We are inexperienced in the services required.
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - ☐ The scope of work is beyond our present capacity.
 - ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - ☐ We cannot be competitive. (Explain in REMARKS section.)
 - ☐ Time allotted for completion of a Task Order Proposal is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - ☐ MBE requirements. (Explain in REMARKS section.)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - ☐ Payment schedule too slow.
 - ☐ Other:_____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name:_____Date:_____

Contact Person:_____ Phone ____ - ____ - ____ Email_____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DBM's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #U00P7200011. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #U00P7200011 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #U00P7200011 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 10.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Department of Environment, Water Management Administration, Mining Program, Bureau of Mines (Maryland Bureau of Mines) is issuing this CATS TORFP to obtain a contractor capable of taking an existing Access/Visual Basic database developed by the Maryland Bureau of Mines and reconfiguring the program to meet Maryland's and the Federal Office of Surface Mining's (OSM's) database tracking needs.

2.1.2 BACKGROUND

2.1.2.1 REQUESTING AGENCY BACKGROUND

The Maryland Bureau of Mines is required by OSM to maintain an electronic permitting database system to record and track information as part of the State's approved program. The required information is outlined in OSM Directive REG-8, which states, *"To the extent practical, OSM and the State, as a part of a Performance Agreement, will establish a joint OSM-State database that will be maintained and updated by the State in a timely manner. Such a database will maximize consistency, minimize duplicative efforts, and reduce the need for document review. In States where databases are not developed or during the time that databases are being developed, OSM and the State should develop an understanding on the data that will be shared and how such data sharing will be accomplished."*

2.1.2.2 PROJECT BACKGROUND

In the early 1990's Maryland Bureau of Mines developed and operated a dBase system for tracking operational procedures and capturing specific data required by the States' regulatory program. This system remained in effect for approximately a decade until a system crash rendered the program inoperable. At that time, Maryland developed an interim tracking system in Microsoft Access. The current Microsoft Access database was developed in-house and was to be utilized until a new database tracking system could be funded and completed. A major problem with this temporary replacement system is that it does not adequately track all the required information associated with Maryland's regulatory program. Consequently, a number of other tracking mediums are utilized to capture additional data rather than a single unified system. As a result, the Maryland Bureau of Mines must search several different data sources to provide information requested by OSM, the State, and other agencies and organizations.

For the past three years, the Maryland Bureau of Mines has worked with the Department of the Environment's Technical and Regulatory Service Administration (TARSA) staff trying to find a permanent solution to our joint database needs. Because of time constraints and other department priorities, it has been decided that the TARSA's staff cannot devote the needed time to the project. Funding and resources have remained a major impediment to finding a solution to Maryland's database problems. This year (Evaluation Year 2005) OSM conducted an oversight of Maryland's program titled Core Data Updates-/ Inspectable Units Inventory. *"The report concluded that the Bureau ADP tracking system was a non-integrated assemblage of separate tracking systems (flat files) which were not compatible, not normalized, and in some cases lacked automation entirely. Among the problems identified were: Incorrect output; Inability to obtain information; Security issues; Lack of standardization of data; Lack of system integration; Lack of relationships among the programs; Lack of data integrity and validation constraints."*

OSM recommended the Maryland Bureau of Mines review the database developed by the State of Virginia (Virginia), which was in part funded by OSM. This database meets all OSM requirements and could serve as a model for the development of the new Maryland Bureau of Mines system.

2.2 OBJECTIVES

2.2.1 TECHNICAL REQUIREMENTS

The TO Contractor must be fluent in SQL Server, Visual Basic, and Microsoft Access database structures and the development environment for a Windows XP standard use with restricted rights and Windows 2000 with limited rights. The Contractor will be expected to be able to work with all aforementioned programs in order to produce a database tailored to the needs of the Maryland Bureau of Mines.

2.2.2 PROJECT APPROACH

The TO Contractor must be able to manipulate pre-existing database(s) and format that database to meet the needs of the Maryland Bureau of Mines and OSM within the existing Maryland Department of Environment (MDE) Novell network. The TO Contractor must also be able to migrate the Maryland Bureau of Mines' existing Access database(s) data in to the newly developed database(s) and develop the database forms needed to enter new data.

The TO Contractor's assigned individual(s) will be required to work with the Maryland Bureau of Mines' permitting personnel during normal working hours (Mon. – Fri. 7:30am to 5:00pm) at the Frostburg, Maryland, Department of Environment Field Office as needed and requested by the TO Manager. This is required so the TO Contractor will learn the functionality and needs of the current Maryland Bureau of Mines permitting database(s). The TO Contractor may be asked to accompany the TO Manager to Big Stone Gap, Virginia to meet with the developer of the Virginia database for familiarization and comparison. The purpose for this database comparison is that the Virginia database has been highly recommended by OSM as a model database to meet their (OSM's) requirements. The TO Contractor and the Maryland Bureau of Mines will then meet to discuss the most cost/time efficient manner in which to proceed with the task of modifying the existing Maryland Bureau of Mines database(s) to meet the both the Maryland Bureau of Mines' and OSM needs. The contract will proceed as documented in Section 2.2.3 Deliverables. The TO Contractor should be documenting all information so that written reports can be produced as outlined in the Deliverables.

During the development and completion phases of the project the TO Contractor will not be required to be onsite at all times, but will be expected to report verbally to the Maryland Bureau of Mines' TO Manager on a weekly basis concerning the progress of this project, and to meet monthly with written status of the project at the Frostburg Office to show the Maryland Bureau of Mines the extent of progress on this database(s). TO Contractor should also be available during the entire contract period to answer questions and discuss development via e-mail and telephone as they arise from Maryland Bureau of Mines TO Manager and permitting staff. Contract period is not to exceed twenty-four (24) months.

2.2.3 DELIVERABLES

2.2.3.1 Deliverable A – Complete evaluation of the existing Maryland Bureau of Mines' Access database(s) and the Virginia database(s). Under this deliverable, the TO Contractor will review the current Maryland permitting database(s) and the Virginia database to evaluate the best way to proceed in developing the Maryland permitting database. It is the goal of this TORFP to have the TO Contractor modify or rebuild the existing Maryland Access database(s) and possibly incorporate some of the elements of this Virginia system to provide a system that meets the needs of the Maryland Bureau of Mines and OSM. During the review process the TO Contractor will be required to:

- 1) Conduct a thorough review of the Maryland Bureau of Mines' Permitting Sections current permitting processing system, which includes, but may not be limited to,
 - a) The current access permitting database(s)
 - b) The 2003 IT Business Plan for the Bureau of Mines.
 - c) The Permitting Sections' Standard Operating Procedures (SOP)
 - d) The Bond Ledger Book
 - e) Maryland's requirements for processing and tracking applications and issued permits.
 - f) OSM requirements for processing and tracking applications and issued permits.

g) OSM's 1998 and 2005 Evaluations of Maryland's Permitting Database(s)

A complete list of functional requirements will be developed from this analysis of the systems currently in use as well as through interviews of key Bureau of Mines Permitting staff and Maryland Department of Environment staff to establish all new functional requirements. Specific problems to be addressed concerning the current Maryland Bureau of Mines database(s) include, but are not limited to those items identified by the 2005 OSM Core Data Updates-/ Inspectable Units Inventory (see Section 2.1.2.2).

- 2) Conduct a thorough review of the Virginia Permitting database(s). This task may require a two (2) to three (3) day trip to Big Stone Gap, Virginia, to meet with the developer of the Database(s) in order to aid in the review process. The database(s) was developed in Microsoft Access and Visual Basic to be used within a SQL server environment. The Maryland Bureau of Mines does not use SQL, but will be migrating the database into the EEMS system (Oracle based) in the future.
- 3) Provide recommendations to the Maryland Bureau of Mines on how to better enhance and track processes and records within the Permitting section.

During this evaluation, the TO Contractor will not be required to be onsite at all times, but will be expected to report verbally to the Maryland Bureau of Mines' TO Manager on a weekly basis concerning the progress of this project, and to meet monthly with written status of the project at the Frostburg Office. The TO Contractor will then submit a detailed written report, including a scope of work, and conduct a presentation of these findings to the Maryland Bureau of Mines staff. In this report, the TO Contractor will recommend to the Maryland Bureau of Mines as to the best way in which to proceed with the development of this new database(s). This report will be due on or before ninety (90) days after Notice To Proceed (NTP). Upon approval of the report the TO Contractor will proceed with development of the database(s).

2.2.3.2 Deliverable B – Develop a functional demonstration database(s) for the State of Maryland, Bureau of Mines, Permitting Section. TO Contractor shall develop a functioning permitting database(s) supporting all primary application interface elements for the major functional requirements as well as all critical reports and outputs. While this is not a completed application, this prototype will demonstrate the success of the recommended approach, and support for all required data elements including compatibility within the MDE Novell Network environment and with Windows XP standard use with restricted rights and Windows 2000 with limited rights. TO Contractor will provide a completed database(s) schema, and significant support for all new critical application functions. This database(s) must be able to produce reports and data upon request and in a pre-defined format as agreed upon by all parties. Sample data should be migrated into the new database(s) for testing of functionality. The TO Contractor will be responsible for providing this functioning demo database(s) with a written data migration plan (including data mappings from old to the new system and a data dictionary) to the Maryland Bureau of Mines one-hundred and eighty (180) days after NTP (NTP beginning upon approval of Deliverable A). This will allow the Maryland Bureau of Mines time to review the program with the TO Contractor and to work through problems that need to be repaired before program is considered fully functional. During the development stage of the prototype database(s), the TO Contractor will not be required to be onsite at all times, but will

be expected to report verbally to the Maryland Bureau of Mines' TO Manager on a weekly basis concerning the progress, and to meet monthly with written status of the project at the Frostburg Office. Upon delivery of the prototype, progress reviews of the demonstration database(s) should be conducted on a monthly basis with the TO Contractor unless otherwise requested by TO Manager.

2.2.3.3 Deliverable C – Develop electronic forms to capture the data that will be included within the new database system. TO Contractor shall develop electronic forms capturing all data to be entered in to the database(s). These forms will allow for review of the data prior to loading into the database and facilitate uploading once the review is complete. TO Contractor can create these forms as the functional prototype is being developed (Deliverable B), or develop the forms upon completion of that task. TO Contractor will be responsible for ensuring that the data from these forms are easily migrated into the database(s) as part of the final deliverable. TO Contractor will work closely with Maryland Bureau of Mines personnel in the development of these deliverables to ensure electronic submittal requirements would be met.

2.2.3.4 Deliverable D - The final database(s) and electronic forms will be fully functioning in the existing Maryland Department of Environment Networking Environment upon completion of the contract (approximately one (1) year after NTP). Data conversion and application implementation will have occurred at this point and been accepted by the TO Manager. TO Contractor will have implemented the data migration plan from all current electronic formats currently being utilized by the Maryland Bureau of Mines and will have aided the Maryland Bureau of Mines personnel inputting all non-electronic information into the system. TO Contractor will have trained the Maryland Bureau of Mines personnel how to incorporate the electronic forms developed as Deliverable C. In addition to written system documentation, a written operating manual of the database(s) will be due. This documentation must contain all aspects of the application design and development so that if an outside contractor/individual were to need to replicate, add, or modify the final database(s), the information would be available. This database(s) must be useable by multiple employees at the same time (up to 10 users at any given time). Upon completion and approval from the TO Manager of Deliverable D, a ninety (90) day acceptance testing period will be implemented by the Maryland Bureau of Mines to allow users of the new database(s) to find problems that will need to be addressed by TO Contractor. Following this acceptance period, TO Contractor will have an additional ninety (90) days to address, repair, and/or revise the database(s).

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

ID	Deliverables for 2.2.3	Expected Completion:
2.2.3.1	Deliverable A – Detailed Written Report and Presentation of Findings concerning Current Database(s), Scope of Work, and Plans to Proceed.	NTP + 90 Calendar Days
2.2.3.2	Deliverable B – Functioning Demonstration Database(s) with Written Schema and Written Data Migration Plan (including data mappings from old to the new system and a data dictionary)	NTP + 180 Calendar Days (NTP beginning upon approval of Deliverable A).
2.2.3.3	Deliverable C – Develop Electronic Forms for all Fields Developed in the new Database(s) that can be Downloaded into the New Database(s).	NTP + 270 Calendar Days (NTP beginning upon approval of Deliverable A).
2.2.3.4	Deliverable D – Final Fully Functioning Database(s) with Written System Documentation and a Written Operating Manual (user and system administration guides)	NTP + 180 Calendar Days (NTP beginning upon approval of Deliverable B). plus additional 90 day acceptance testing by staff and another additional 90 response time for TO Contractor (total NTP + 545 days)

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the

Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in database development using SQL Server, Visual Basic, and Microsoft Access for a Windows XP standard use with restricted rights.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

TO Contractor's Assigned Project Personnel must have at least five (5) years experience in developing multi-functional database(s).

TO Contractor's Assigned Project Personnel must have at least five (5) years experience working with SQL Server and other Network environment databases and their development.

TO Contractor's Assigned Project Personnel must have developed one (1) or more fully functional database(s) using Microsoft Access and Visual Basic in the past five (5) years.

TO Contractor's Assigned Project Personnel must have certifications in Microsoft Office 2000 programs.

TO Assigned Contractor must be able to develop a system compatible with Windows XP standard use with restricted rights and Windows 2000 users with limited rights.

Documented proof must be submitted for all qualifications. Resumes' for Key personnel responsible for this proposed project must be submitted.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Bureau of Mines as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the Maryland Bureau of Mines at the following address: Sallie Shuman, Mining Program, 160 South Water Street, Frostburg, Maryland, 21532.
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work

requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

2.6.1 PROJECT MANAGEMENT

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted to the TO Manager at each progress meeting and shall contain, at a minimum, the following information:

- A) TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- B) Work accomplished during the monthly period.
- C) Deliverable progress, as a percentage of completion.
- D) Problem areas including scope creep or deviation from the work plan.
- E) Planned activities for the next reporting period.
- F) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following DATA.

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 - F) Experience Information in State Contracts - As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. The information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP. For each identified contract the Offeror is to provide:
 - The State contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the contract
 - The term of the contract
 - The State employee contact person (name, title, telephone number and if possible e-mail address)
 - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State

Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including: Please bid out each deliverable separately but add together to derive final fixed cost for all services.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. The Technical criteria shall be evaluated using the minimum qualifications identified in Section 2.4. Any contractor able to submit proof of all these qualifications shall be considered for award. All qualifications shall be considered same weight of importance.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, price has greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP #U00P7200011

Identification	Deliverable	Proposed Price
2.2.3.1	Deliverable A – Detailed Written Report and Presentation of Findings concerning Current Database(s), scope of work, and Plans to Proceed.	
2.2.3.2	Deliverable B – Functioning Demonstration Database(s) with Written Schema and Written Data Migration Plan. (Including data mappings from old to the new system and a data dictionary)	
2.2.3.3	Deliverable C – Develop Electronic Forms for all Fields Developed in the new Database(s) that can be Downloaded into the New Database(s).	
2.2.3.4	Deliverable D – Final Fully Functioning Database(s) with Written System Documentation and a Written Operating Manual. (User and system administration guides)	
Total Proposed Fixed Price		

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS TORFP # U00P7200011

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. U00P7200011, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number U00P7200011	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:

_____%

TOTAL WOMAN-OWNED MBE PARTICIPATION:

_____%

TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:

_____%

Document Prepared By: (please print or type)

Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP #U00P7200011, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:
7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
8. Offeror made the following attempts to contact personally the solicited MBEs:
9. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)
- ☐ This project does not involve bonding requirements.
10. ☐ Offeror did/did not attend the pre-proposal conference
☐ No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. U00P7200011, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #U00P7200011 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:	State:	ZIP:	
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Tamara Davis – TO Manager Natural Resources Planner MDE – Mining Program 160 South Water Street, Room 103 Frostburg, Maryland 21532 tdavis@allconet.org	Sallie Shuman – TO Procurement Manager Administrator MDE – Mining Program 160 South Water Street, Room 106 Frostburg, Maryland 21532 sshuman@allconet..org
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS TORFP #U00P7200011 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____ Contact Person: _____	

Return one copy of this form to the following address:

Tamara Davis – TO Manager Natural Resources Planner MDE – Mining Program 160 South Water Street, Room 103 Frostburg, Maryland 21532 tdavis@allconet.org	Sallie Shuman – TO Procurement Manager Administrator MDE – Mining Program 160 South Water Street, Room 106 Frostburg, Maryland 21532 sshuman@allconet.org
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# U00P7200011 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Environment, Water Management Administration, Mining Program (Maryland Mining Program).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

11. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the Maryland Mining Program, as identified in the CATS TORFP # U00P7200011.
- b. “CATS TORFP” means the Task Order Request for Proposals # U00P7200011, dated August 7, 2006, including any addenda.
- c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated MONTH DAY, YEAR.
- d. “TO Procurement Officer” means Sallie Shuman. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between Maryland Bureau of Mines and TO Contractor.
- f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
- g. “TO Manager” means Tamara Davis of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

12. Scope of Work

- 12.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 12.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated

herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

- 12.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

13. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of approximately two (2) years, commencing on the date of Notice to Proceed and terminating on December 31, 2008.

14. Consideration and Payment

- 14.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$65,000. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 14.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 14.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Sallie Shuman, MDE – Mining Program, 160 South Water Street, Frostburg, Maryland, 21532.
- 14.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or

withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Environment, Water Management Administration,
Bureau of Mines

By: Sallie Shuman, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Submit with Technical Response

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

Submit with Technical Response

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

From Baltimore:

Take Interstate 70 west. Then take Interstate 68 to Cumberland. At Cumberland, stay on Interstate 68 to Frostburg (approx. 10 miles). There are two Frostburg exits. Take exit #33, Frostburg/Midlothian Road. At the exit, turn right toward Frostburg State University (FSU). ** Follow road through FSU to a stop sign. Make a left onto Center Street. At the next stop sign make another left onto College Avenue. Proceed up College Avenue to the second stop sign and make a left onto Water Street. Proceed out Water Street to a "Y" in the road. Bear left and the Bureau is immediately on your right.

From Pittsburgh:

Take Interstate 68 East to Exit #33 (Frostburg/Midlothian Road). At the exit, turn left toward Frostburg State University (FSU) and follow directions ** above.

Address: 160 South Water Street
Frostburg, MD 21532

Phone: 1-301-689-6104

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Maryland Mining Database Development

TO Agreement Number: #U00P7200011

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Tamara Davis

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

Submit as required in Section 2.2.3 of the TORFP.

ATTACHMENT 8 – ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Environment, Water Management Administration, Mining Program

Project Name: Maryland Mining Database Development

TO Manager: Tamara Davis, 301-689-6764 ext. 214

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #U00P7200011, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

Issued by the TO Manager as Required in Section 2.2.3 of the TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #U00P7200011 for Maryland Mining Database Development. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

Submit as required in Section 1.7 of the TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its, Maryland Department of Environment, Water Management Administration, Mining Program (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for , Maryland Mining Database Development TORFP No. U00P7200011 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

**Maryland Department of Environment, Water
Management Administration, Mining Program:**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submit as required in Section 1.7 of the TORFP

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address of Employee or Agent		Signature		Date